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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KEVIN M. GAMBLE,	Civil Action No.:
Plaintiff,	
v.	
HUNTINGTON NATIONAL BANK; HOMEWARD RESIDENTIAL, INC; SYNCHRONY BANK; EQUIFAX INFORMATION SERVICES, LLC; EXPERIAN INFORMATION SOLUTIONS, INC; TRANS UNION, LLC,	**COMPLAINT FOR DAMAGES PURSUANT TO THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, ET SEQ.**
	JURY TRIAL DEMANDED
Defendants.	

INTRODUCTION

1. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued

functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA"), to insure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called "furnishers."

2. KEVIN M. GAMBLE ("Plaintiff"), by Plaintiff's attorneys, brings this action to challenge the actions of HUNTINGTON NATIONAL BANK ("HUNTINGTON"), HOMEWARD RESIDENTIAL, INC ("HOMEWARD"), SYNCHRONY BANK ("SYNCHRONY"), EQUIFAX INFORMATION SERVICES, LLC, EXPERIAN INFORMATION SOLUTIONS, INC, TRANS UNION, LLC,EQUIFAX INFORMATION SERVICES, LLC ("Equifax"), EXPERIAN INFORMATION SOLUTIONS, INC. ("Experian") and TRANS UNION, LLC ("TransUnion") (or jointly as "Defendants") with regard to erroneously reporting derogatory credit information to national reporting agencies.

3. Defendants failed to properly investigate Plaintiff's disputes, damaging Plaintiff's creditworthiness.

JURISDICTION AND VENUE

4. This Court has federal question jurisdiction because this case arises out of violation of federal law. 15 U.S.C. §1681 *et seq.*; 28 U.S.C. §1331; *Smith v. Community Lending, Inc.*, 773 F.Supp.2d 941, 946 (D. Nev. 2011).

5. This action arises out of each Defendant's violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681(x) ("FCRA").

6. Venue is proper in the United States District Court for the District of Nevada pursuant to 28 U.S.C. § 1391(b) because Plaintiff is a resident of Clark County, the State of Nevada and because Defendants are subject to personal jurisdiction in the County of Clark, State of Nevada as they conduct business there. Venue is also proper because, the conduct giving rise to this action occurred in Nevada. 28 U.S.C. § 1391(b)(2). Further, Equifax has a registered agent of service in Nevada and is listed with the Nevada Secretary of State as a foreign limited liability company doing business in Nevada.

PARTIES

7. Plaintiff is a natural person residing in the County of Clark, State of Nevada. In addition, Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

8. Defendant HUNTINGTON is a corporation doing business in the State of Nevada.

9. Defendant HUNTINGTON is a furnisher of information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnishes information to a consumer credit reporting agency.

10. Defendant HOMEWARD is a corporation doing business in the State of Nevada.

11. Defendant HOMEWARD is a furnisher of information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnishes information to a consumer credit reporting agency.

12. Defendant SYNCHRONY is a corporation doing business in the State of Nevada.

13. Defendant SYNCHRONY is a furnisher of information as contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary course of business furnishes information to a consumer credit reporting agency.

14. Defendant Equifax regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties, and uses interstate commerce to prepare and/or furnish the reports. Equifax is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f), doing business with its principal place of business in Georgia.

15. Defendant Experian regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties, and uses interstate commerce to prepare and/or furnish the reports. Experian is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f), doing business in Nevada, with a principal place of business in Ohio.

16. Defendant TransUnion regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties, and uses interstate commerce to prepare and/or furnish the reports. TransUnion is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f), doing business in Nevada.

17. Unless otherwise indicated, the use of Defendants' name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Defendants' named.

General Allegations

18. On or about 8/12/2010, Plaintiff filed for Chapter 7 Bankruptcy in the United States Bankruptcy Court for the District of Nevada. Plaintiff's case was assigned Case Number 10-25258-mkn (the "Chapter 7" or "Bankruptcy").

19. The obligations ("Debt") to each Defendant herein (as applicable) were scheduled in the Bankruptcy and each respective creditor-Defendant, or its predecessor in interest, received notice of the Bankruptcy.

20. None of the Defendants named herein filed any proceedings to declare their alleged debts "non-dischargeable" pursuant to 11 U.S.C. § 523 *et seq*.

21. None of the Defendants named herein obtained relief from the "automatic stay" codified at 11 U.S.C. §362 *et seq.* while the Plaintiff's Bankruptcy was pending to pursue the Plaintiff for any *personal* liability.

22. Accordingly, the debts to each Defendant named herein (as applicable) were discharged through the Bankruptcy on 11/22/2010.

23. Further, while the automatic stay was in effect during the Bankruptcy, it was illegal and inaccurate for any of the creditor-defendants to report any post-Bankruptcy derogatory collection information, which was inconsistent with the Orders entered by the Bankruptcy Court.

24. However, Defendants named herein, and each of them, either reported or caused to be reported inaccurate information after the Bankruptcy as discussed herein.

25. Defendant's reporting post-Bankruptcy derogatory information was inaccurate and misleading in that each Defendant continued reporting information based on Defendant's pre-bankruptcy contract terms with the

Plaintiff, which were no longer enforceable upon the bankruptcy filing, thereby rendering the disputed information "inaccurate".

26. Additionally, Defendant's inaccurate reporting did not comply with the Consumer Data Industry Association's Metro 2 reporting standards, which provides guidance for credit reporting and FCRA compliance.

27. To help furnishers comply with their requirements under the FCRA, the Consumer Data Industry Association ("CDIA") publishes standard guidelines for reporting data called the "Metro 2 Format."

28. Notably, the payment history and account status guidelines are the same, meaning that the "payment history" and "account status" should be reported the same way both during and after a bankruptcy proceeding. *Id*.

29. The only difference in reporting a pre-discharged debt and a discharged debt is to delete the balance (or report a balance of $0). *Id.*

30. Indeed, the guidelines direct furnishers to report an account status as it existed at the time the bankruptcy petition was filed and not the account status as it *would have* existed in the months following the filing of the petition if the petition had not been filed. *Id*.

31. Courts rely on such guidance to determine furnisher liability. *See e.g. In re Helmes*, 336 B.R. 105, 107 (Bankr. E.D. Va. 2005) (finding that "industry standards require that a debt discharged in bankruptcy be reported to a credit

reporting agency with the notation `Discharged in bankruptcy' and with a zero balance due”).

32. Defendants did not conform to the Metro 2 Format when reporting on Plaintiff’s accounts after the Plaintiff filed Bankruptcy as further set forth below. To this end, the adverse reporting on the Plaintiff’s report departs from the credit industry’s own reporting standards and was therefore inaccurate under the CDIA’s standards as well.

THE EQUIFAX VIOLATIONS

Equifax Failed to Investigate or Notify Furnisher of the Dispute

HOMEWARD Account No. 3163

33. In an Equifax credit report dated August 14, 2015, HOMEWARD inaccurately reported that the Plaintiff was scheduled to make a payment of of $312 per month. *See* a true and correct redacted copy attached hereto as **“Exhibit 1”**. HOMEWARD also reported an account “status” of “Over 120 Days Past Due”. This was inaccurate, since the Plaintiff obtained a discharge.

34. On or about October 12, 2015, Plaintiff disputed all inaccurately reported information regarding its reported obligation pursuant to 15 U.S.C. § 1681i(a)(2) by notifying Equifax, in writing, of the incorrect and inaccurate credit information being furnished. *Id.*

35. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the "Equifax Dispute Letter"), requesting all inaccurate and incorrect derogatory information be removed. *See* Equifax Dispute Letter, attached hereto as **"Exhibit 2"**.

36. The Equifax Dispute Letter further requested that Equifax:

- Immediately delete the derogatory information from my [Plaintiff's] credit report.

- The discharged debt should be reported with an account balance of $0 with a status of "current".

- Further, there should be no post-bankruptcy activity reported on this account. The date of last activity on this account should pre-date my bankruptcy filing date, 8/12/2010, since a default on this account occurred no later than the Bankruptcy filing date.

- Any post-bankruptcy derogatory information should be immediately deleted from my report.

- If you do not immediately delete this from my credit report, please include a 100-word statement in my credit report of all of the disputed information contained in this letter regarding this account.

37. On or about November 10, 2015, Plaintiff received notification from Equifax through its "reinvestigation" (Equifax Report No. 5295054715); however, the reinvestigation report failed to address the dispute regarding the HOMEWARD account. *See* a true and correct redacted copy attached hereto as **"Exhibit 3"**.

38. Upon information and belief, Equifax did not notify HOMEWARD of Plaintiff's dispute and therefore HOMEWARD continued reporting derogatory information.

39. Equifax was required to conduct a reinvestigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

40. Equifax failed to conduct a reasonable investigation and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

41. Upon information and belief, HOMEWARD and Equifax continue to report the inaccurate derogatory information on Plaintiff's report. Specifically, HOMEWARD and Equifax are believe to still inaccurately report that the Plaintiff was scheduled to make a payment of of $312 per month. HOMEWARD and Equifax also still inaccurately reported an account "status" of "Over 120 Days Past Due". The false and inaccurate information was and continues to be furnished by Defendants.

42. Equifax, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681i(a)(1)(A).

43. Equifax failed to review all relevant information provided by Plaintiff in the dispute to Equifax, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B).

44. Due to Equifax's failure to reasonably investigate Plaintiff's dispute, HOMEWARD and Equifax each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

45. Plaintiff's continued efforts to correct HOMEWARD's and Equifax's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with Equifax was fruitless.

46. Equifax's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful.

47. Equifax's inaccurate and negative reporting damaged Plaintiff's creditworthiness.

48. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, Equifax failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

HUNTINGTON Misreported Credit Information

RE: Account No. 3324

49. In an Equifax credit report dated August 14, 2015, HUNTINGTON inaccurately reported that the Plaintiff was scheduled to make a payment of of $267 per month. *See* **"Exhibit 1"**.

50. HUNTINGTON also reported balances in every month from August 2013 through February 2014. Since Plaintiff discharged HUNTINGTON's debt, there was a $0 balance due any time after the discharge date and reporting balances was inaccurate resulting from the Bankruptcy discharge.

51. Further, HUNTINGTON inaccurately reported that the Plaintiff's "Date of Last Activity" (hereinafter "DLA") was March 2014, when the Plaintiff filed Bankruptcy on 8/12/2010. The DLA date should have been no later than the Bankruptcy filing date. By reporting a DLA later than the Bankruptcy filing date HUNTINGTON caused the DLA to remain on the Plaintiff's credit reported longer than allowed under the FCRA's obsolescence period codified at 15 U.S.C. § 1681c(a). HUNTINGTON's "re-aging" of its debt is illegally causing the trade line to remain on the Plaintiff's credit report longer than legally permissible.

52. On or about October 12, 2015, pursuant to 15 U.S.C. § 1681i(a)(2), Plaintiff disputed HUNTINGTON's reported information regarding its reported obligation by notifying Equifax, in writing, of the incorrect and inaccurate credit information furnished by HUNTINGTON. *Id.*

53. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the "Equifax Dispute Letter"), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* **"Exhibit 2"**.

54. Upon receiving the Equifax Dispute Letter, Equifax timely notified HUNTINGTON of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

55. Defendants were each required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

56. On or about November 10, 2015, Plaintiff received notification from Equifax through its "reinvestigation" (Equifax Report No. 5295054715) that HUNTINGTON and Equifax received notice of Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6). *See* **"Exhibit 3"**.

57. HUNTINGTON and Equifax failed to conduct a reasonable investigation as required by 15 U.S.C. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

58. HUNTINGTON and Equifax failed to review all relevant information provided by Plaintiff in the dispute to Equifax, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B).

59. HUNTINGTON and Equifax re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, HUNTINGTON and Equifax

still inaccurately reported inaccurately reported that the Plaintiff was scheduled to make a payment of of $267 per month even though the Debt was discharged and there was no monthly payment obligation due. By reporting a scheduled payment a future lender could mistakenly believe that the Plaintiff has a fincial obligation which he doesn't causing the loss of future credit opportunities. HUNTINGTON and Equifax also still inaccurately reported that the Plaintiff's DLA was March 2014, when the Plaintiff filed Bankruptcy on 8/12/2010.

60. HUNTINGTON and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

61. Due to HUNTINGTON's and Equifax's failure to reasonably investigate Plaintiff's dispute, they each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

62. Plaintiff's continued efforts to correct HUNTINGTON's and Equifax's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with HUNTINGTON and Equifax were fruitless.

63. HUNTINGTON's and Equifax's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

64. Also as a result of HUNTINGTON's and Equifax's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

65. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, HUNTINGTON and Equifax failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

THE EXPERIAN VIOLATIONS

HOMEWARD Misreported Credit Information

RE: Account No. 3163

66. In an Experian credit report dated June 8, 2015, HOMEWARD inaccurately reported that the Plaintiff was "past due" in the amount of $21,547. *See* a true and correct redacted copy attached hereto as **"Exhibit 4"**. Since Plaintiff discharged HOMEWARD's debt, there was a $0 balance due at the time HOMEWARD reported the past due balance. Accordingly, reporting

the past-due balance was inaccurate resulting from the Bankruptcy discharge.

67. HOMEWARD also reported that “Foreclosure proceedings started” in every month from September 201 through November 2010, and also that Plaintiff’s account was “Foreclosed” in December 2010. This was inaccurate, since the Plaintiff filed Chapter 7 and obtained a discharge.

68. On or about October 12, 2015, pursuant to 15 U.S.C. § 1681i(a)(2), Plaintiff disputed HOMEWARD’s reported information regarding its reported obligation by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by HOMEWARD. *Id.*

69. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the “Experian Dispute Letter”), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* Experian Dispute Letter, attached hereto as **“Exhibit 5”**.

70. Upon receiving the Experian Dispute Letter, Experian timely notified HOMEWARD of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

71. Defendants were each required to conduct an investigation into this specific account on Plaintiff’s consumer report pursuant to 15 U.S.C. §1681i.

72. On or about October 24, 2015, Plaintiff received notification from Experian through its "reinvestigation" (Experian Report No.0137-4150-71) that HOMEWARD and Experian received notice of Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6), and verified the account as "Updated". *See* a true and correct redacted copy attached hereto as **"Exhibit 6"**.

73. HOMEWARD and Experian failed to conduct a reasonable investigation as required by 15 U.SC. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

74. HOMEWARD and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

75. HOMEWARD and Experian re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, HOMEWARD and Experian still inaccurately reported that "Foreclosure proceedings started" in September 2010 and October 2010, when in fact HOMEWARD had not yet obtained relief in the Bankruptcy Court to start foreclosure proceedings. HOMEWARD and Experian also inaccurately reported in the account "status" that "Foreclosure proceedings started".

76. HOMEWARD and Experian, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

77. Due to HOMEWARD's and Experian's failure to reasonably investigate Plaintiff's dispute, they each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

78. Plaintiff's continued efforts to correct HOMEWARD's and Experian's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with HOMEWARD and Experian were fruitless.

79. HOMEWARD's and Experian's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

80. Also as a result of HOMEWARD's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

81. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, HOMEWARD and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

SYNCHRONY Misreported Credit Information

RE: Account No. 6120

82. In an Experian credit report dated June 8, 2015, SYNCHRONY inaccurately reported that the Plaintiff was 90 days past due in October 2010. *See* **"Exhibit 4"**. This was inaccurate, since the Plaintiff filed Chapter 7 and obtained a discharge.

83. On or about October 12, 2015, pursuant to 15 U.S.C. § 1681i(a)(2), Plaintiff disputed SYNCHRONY's reported information regarding its reported obligation by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by SYNCHRONY. *Id.*

84. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the "Experian Dispute Letter"), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* **"Exhibit 5"**.

85. Upon receiving the Experian Dispute Letter, Experian timely notified SYNCHRONY of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

86. Defendants were each required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

87. On or about October 24, 2015, Plaintiff received notification from Experian through its "reinvestigation" (Experian Report No. 0137-4150-71) that SYNCHRONY and Experian received notice of Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6). *See* **"Exhibit 6"**.

88. SYNCHRONY and Experian failed to conduct a reasonable investigation as required by 15 U.SC. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

89. SYNCHRONY and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

90. SYNCHRONY and Experian re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, SYNCHRONY and Experian still inaccurately reported that the Plaintiff was 90 days past due in October 2010.

91. SYNCHRONY and Experian, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

92. Due to SYNCHRONY's and Experian's failure to reasonably investigate Plaintiff's dispute, they each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

93. Plaintiff's continued efforts to correct SYNCHRONY's and Experian's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with SYNCHRONY and Experian were fruitless.

94. SYNCHRONY's and Experian's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

95. Also as a result of SYNCHRONY's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

96. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, SYNCHRONY and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

SYNCHRONY Misreported Credit Information

RE: Account No. 4684

97. In an Experian credit report dated June 8, 2015, SYNCHRONY inaccurately reported that the Plaintiff was 60 days past due in September 2010 and that the Plaintiff's account was "Charged Off" in October 2010. *See* **"Exhibit 4"**. This was inaccurate, since the Plaintiff filed Chapter 7 Bankruptcy in August of 2010 and obtained a discharge.

98. On or about October 12, 2015, pursuant to 15 U.S.C. § 1681i(a)(2), Plaintiff disputed SYNCHRONY's reported information regarding its reported obligation by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by SYNCHRONY. *Id.*

99. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the "Experian Dispute Letter"), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* **"Exhibit 5"**.

100. Upon receiving the Experian Dispute Letter, Experian timely notified SYNCHRONY of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

101. Defendants were each required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

102. On or about October 24, 2015, Plaintiff received notification from Experian through its "reinvestigation" (Experian Report No. 0137-4150-71) that SYNCHRONY and Experian received notice of Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6). *See* **"Exhibit 6"**.

103. SYNCHRONY and Experian failed to conduct a reasonable investigation as required by 15 U.SC. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

104. SYNCHRONY and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

105. SYNCHRONY and Experian re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, SYNCHRONY and Experian still inaccurately reported that the Plaintiff was 60 days past due in September 2010 and that the Plaintiff's account was "Charged Off" in October 2010.

106. SYNCHRONY and Experian, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

107. Due to SYNCHRONY's and Experian's failure to reasonably investigate Plaintiff's dispute, they each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

108. Plaintiff's continued efforts to correct SYNCHRONY's and Experian's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with SYNCHRONY and Experian were fruitless.

109. SYNCHRONY's and Experian's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

110. Also as a result of SYNCHRONY's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

111. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, SYNCHRONY

and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

SYNCHRONY Misreported Credit Information

RE: Account No. 9963

112. In an Experian credit report dated June 8, 2015, SYNCHRONY inaccurately reported that the Plaintiff was 60 days past due in September 2010 and that the Plaintiff's account was "Charged Off" in October 2010. *See* **"Exhibit 4"**. This was inaccurate, since the Plaintiff filed Chapter 7 Bankruptcy in August of 2010 and obtained a discharge.

113. On or about October 12, 2015, pursuant to 15 U.S.C. § 1681i(a)(2), Plaintiff disputed SYNCHRONY's reported information regarding its reported obligation by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by SYNCHRONY. *Id.*

114. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the "Experian Dispute Letter"), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* **"Exhibit 5"**.

115. Upon receiving the Experian Dispute Letter, Experian timely notified SYNCHRONY of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

116. Defendants were each required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

117. On or about October 24, 2015, Plaintiff received notification from Experian through its "reinvestigation" (Experian Report No. 0137-4150-71) that SYNCHRONY and Experian received notice of Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6). *See* **"Exhibit 6"**.

118. SYNCHRONY and Experian failed to conduct a reasonable investigation as required by 15 U.SC. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

119. SYNCHRONY and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

120. SYNCHRONY and Experian re-reported the inaccurate derogatory information on Plaintiff's report. Specifically, SYNCHRONY and Experian still inaccurately reported that the Plaintiff was 60 days past due in September 2010 and that the Plaintiff's account was "Charged Off" in October 2010.

121. SYNCHRONY and Experian, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

122. Due to SYNCHRONY's and Experian's failure to reasonably investigate Plaintiff's dispute, they each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

123. Plaintiff's continued efforts to correct SYNCHRONY's and Experian's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with SYNCHRONY and Experian were fruitless.

124. SYNCHRONY's and Experian's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

125. Also as a result of SYNCHRONY's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

126. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, SYNCHRONY and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

HUNTINGTON Misreported Credit Information

RE: Account No. 3324

127. In an Experian credit report dated June 8, 2015, HUNTINGTON inaccurately reported that the Plaintiff made scheduled payment amounts of $267 in every month from June 2013 through February 2014. *See* **"Exhibit 4"**. This was inaccurate since Plaintiff was discharged in November 2010.

128. HUNTINGTON also inaccurately reported balances in every month from June 2013 through February 2014. Since Plaintiff discharged HUNTINGTON's debt, there was a $0 balance due any time after the discharge date and reporting balances was inaccurate resulting from the Bankruptcy discharge.

129. On or about October 12, 2015, pursuant to 15 U.S.C. § 1681i(a)(2), Plaintiff disputed HUNTINGTON's reported information regarding its reported obligation by notifying Experian, in writing, of the incorrect and inaccurate credit information furnished by HUNTINGTON. *Id.*

130. Specifically, Plaintiff sent a letter, certified, return receipt, to Experian (the “Experian Dispute Letter”), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* **“Exhibit 5”**.

131. Upon receiving the Experian Dispute Letter, Experian timely notified HUNTINGTON of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

132. Defendants were each required to conduct an investigation into this specific account on Plaintiff’s consumer report pursuant to 15 U.S.C. §1681i.

133. On or about October 24, 2015, Plaintiff received notification from Experian through its “reinvestigation” (Experian Report No. 0137-4150-71) that HUNTINGTON and Experian received notice of Plaintiff’s dispute pursuant to 15 U.SC. § 1681i(a)(6), and verified the account as “Updated”. *See* **“Exhibit 6”**.

134. HUNTINGTON and Experian failed to conduct a reasonable investigation as required by 15 U.SC. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff’s credit reports. *Id.*

135. HUNTINGTON and Experian failed to review all relevant information provided by Plaintiff in the dispute to Experian, as required by and in violation of 15 U.S.C. § 1681s-2(b)(1)(B).

136. HUNTINGTON and Experian re-reported the inaccurate derogatory information on Plaintiff’s report. Specifically, HUNTINGTON and Experian still inaccurately reported that the Plaintiff made scheduled payment amounts of $267 in every month from October 2013 through February 2014. HUNTINGTON and Experian also still inaccurately reported balances in every month from October 2013 through February 2014.

137. HUNTINGTON and Experian, upon receipt of Plaintiff’s dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

138. Due to HUNTINGTON’s and Experian’s failure to reasonably investigate Plaintiff’s dispute, they each further failed to correct and update Plaintiff’s information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

139. Plaintiff’s continued efforts to correct HUNTINGTON’s and Experian’s erroneous and negative reporting of the discharged debt by

communicating Plaintiff's dispute with HUNTINGTON and Experian were fruitless.

140. HUNTINGTON's and Experian's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

141. Also as a result of HUNTINGTON's and Experian's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

142. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, HUNTINGTON and Experian failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

THE TRANSUNION VIOLATIONS

HUNTINGTON Misreported Credit Information

RE: Account No. 3324

143. In a TransUnion credit report dated June 12, 2015, HUNTINGTON inaccurately reported that the Plaintiff was scheduled to make a payment of $267 per month even though the Debt was discharged and there was no

monthly payment obligation due. By reporting a scheduled payment a future lender could mistakenly believe that the Plaintiff has a fincial obligation which he doesn't causing the loss of future credit opportunities. *See* a true and correct redacted copy attached hereto as **"Exhibit 7"**. This was inaccurate since Plaintiff was discharged in November 2010.

144. HUNTINGTON also reported balances in every month from January 2013 through February 2014. Since Plaintiff discharged HUNTINGTON's debt, there was a $0 balance due any time after the discharge date and reporting balances was inaccurate resulting from the Bankruptcy discharge.

145. On or about October 12, 2015, Plaintiff disputed HUNTINGTON's reported information regarding its reported obligation pursuant to 15 U.S.C. § 1681i(a)(2) by notifying TransUnion, in writing, of the incorrect and inaccurate credit information furnished by HUNTINGTON. *Id.*

146. Specifically, Plaintiff sent a letter, certified, return receipt, to TransUnion (the "TransUnion Dispute Letter"), requesting the above inaccurate and incorrect derogatory information be removed, corrected or deleted. *See* TransUnion Dispute Letter, attached hereto as **"Exhibit 8"**.

147. Upon receiving the TransUnion Dispute Letter, TransUnion timely notified HUNTINGTON of the dispute based on its mandated statutory duty pursuant to 15 U.SC. § 1681i.

148. Defendants were each required to conduct an investigation into this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §1681i.

149. On or about November 11, 2015, Plaintiff received notification from TransUnion through its "reinvestigation" (TransUnion Report No. 354696316) that HUNTINGTON and TransUnion received notice of Plaintiff's dispute pursuant to 15 U.SC. § 1681i(a)(6). *See* a true and correct redacted copy attached hereto as **"Exhibit 9"**.

150. HUNTINGTON and TransUnion failed to conduct a reasonable investigation as required by 15 U.S.C. § 1681s-2(b)(1)(A) and wrongly verified inaccurate information in connection with Plaintiff's credit reports. *Id.*

151. HUNTINGTON and TransUnion failed to review all relevant information provided by Plaintiff in the dispute to TransUnion, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B).

152. HUNTINGTON and TransUnion reported inaccurate derogatory information on Plaintiff's report. Specifically, HUNTINGTON and TransUnion reported that the Plaintiff was 30 days past due in September 2010 and 30 days past due in February 2011. HUNTINGTON and

TransUnion also reported an account "status" of "Maximum Delinquency of 30 days in 11/2009 and in 02/2011".

153. HUNTINGTON and TransUnion, upon receipt of Plaintiff's dispute, failed to conduct an investigation with respect to the disputed information as required by 15 U.SC. § 1681s-2(b)(1)(A).

154. HUNTINGTON and TransUnion failed to review all relevant information provided by Plaintiff in the dispute to TransUnion, as required by and in violation of 15 U.SC. § 1681s-2(b)(1)(B).

155. Due to HUNTINGTON's and TransUnion's failure to reasonably investigate Plaintiff's dispute, they each further failed to correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate information in violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

156. Plaintiff's continued efforts to correct HUNTINGTON's and TransUnion's erroneous and negative reporting of the discharged debt by communicating Plaintiff's dispute with HUNTINGTON and TransUnion were fruitless.

157. HUNTINGTON's and TransUnion's continued inaccurate and negative reporting of the discharged debt in light of its knowledge of the

actual error was willful. Plaintiff is, accordingly, eligible for statutory damages.

158. Also as a result of HUNTINGTON's and TransUnion's continued inaccurate and negative reporting, Plaintiff has suffered actual damages, including without limitation credit denials, out-of-pocket expenses in challenging the Defendants' wrongful representations, damage to his creditworthiness, and emotional distress.

159. By inaccurately reporting account information relating to the discharged debt after notice and confirmation of its errors, HUNTINGTON and TransUnion failed to take the appropriate measures as required under 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

FIRST CAUSE OF ACTION
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681 *ET SEQ*. (FCRA)

160. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

161. The foregoing acts and omissions constitute numerous and multiple willful, reckless or negligent violations of the FCRA, including but not limited to each and every one of the above-cited provisions of the FCRA, 15 U.S.C. §1681.

162. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

163. As a result of each and every negligent noncompliance of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendants.

PRAYER FOR RELIEF

Plaintiff respectfully requests the Court grant Plaintiff the following relief against Defendants:

FIRST CAUSE OF ACTION
VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681 ET SEQ. (FCRA)

- an award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- an award of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2);

- award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1) against Defendant for each incident of negligent noncompliance of the FCRA; and
- any other relief the Court may deem just and proper.

TRIAL BY JURY

164. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: August 15, 2016

Respectfully submitted,
By: /s/ David H. Krieger, Esq.

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